

MOU AMENDMENT NO. 2
CLINICAL STUDENT INTERNS
CARROLL COLLEGE
MOU NO. COR-NRMOU-2021-0415-CSD

This MOU AMENDMENT No. 2 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Carroll College**, whose address and phone number are 1601 N Benton Ave, Helena MT 59625, (406) 447-4300. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above-referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period May 1, 2023, through April 30, 2024, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the MOU. This MOU, including any renewals, may not exceed a total of four (4) years.
- 2) In accordance with Section 9, of the above-referenced MOU, entitled Compliance with Laws, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

9. COMPLIANCE WITH LAWS

Applicable Laws. Carroll College shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Carroll College is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act, ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Carroll College is referred to § 45-5-501, MCA. Any subletting or subcontracting by Carroll College subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Carroll College agrees that the hiring of persons to perform this work will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2021-0415-CSD, including Amendment #1**, remain unchanged.

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STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Carroll College
1601 N. Benton Ave
Helena, MT 59625

DocuSigned by:

Cynthia McGillis-Hiner

4/12/2023

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Cynthia McGillis-Hiner (Date)
Bureau Chief
Health Services Bureau

DocuSigned by:

Lori Peterson

4/12/2023

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Lori Peterson, V.P. (Date)
Finance and Administration

Approved as to Form:

DocuSigned by:

Ashley Salmon

4/12/2023

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Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:

Iryna O'Connor

4/12/2023

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Iryna O'Connor, Legal Counsel (Date)
Legal Services Bureau

MOU AMENDMENT NO. 1
CARROLL COLLEGE
MOU NO. COR-NRMOU-2021-0415-CSD

This MOU AMENDMENT No. 1 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Carroll College**, whose address and phone number are 1601 N Benton Ave, Helena, MT 59625, (406) 447-4300. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period May 1, 2022, through April 30, 2023, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the MOU. This MOU, including any renewals, may not exceed a total of four (4) years.
- 2) In accordance with Section 3, of the above referenced MOU, entitled DUTIES/RESPONSIBILITIES OF PARTIES, subsection 3.2.1, entitled Background Checks, parties mutually agree to the change in language as shown below.

CURRENT:

3.2.1 Background Checks. Carroll College students will be subject to a criminal background check completed by the State. The State requires two days advance notice of all clinical students requiring entrance to a State Facility. Name, date of birth, social security number, gender, and race of each of the clinical students will need to be faxed, (406) 415-6586, to the State liaison. Clinical students will not be allowed into a State Facility without first submitting to and passing a State background check.

NEW:

3.2.1 Background Checks. Carroll College students will be subject to a criminal background check completed by the State. The State requires two days advance notice of all clinical students requiring entrance to a State Facility. Name, date of birth, social security number, race, and gender of each of the clinical students will need to be emailed directly to the State liaison through the State of Montana's File Transfer Service. The Carroll College liaison will create an account at <https://transfer.mt.gov/Home/Login> in order access the File Transfer Service. Clinical students will not be allowed into the facility without first submitting to and passing a State background check.

- 3) In accordance with Section 4, of the above referenced MOU, entitled Liaisons and Notice, subsection 4.1, entitled MOU Liaisons, parties mutually agree to the change in language as shown below:

CURRENT:

Cindy McGillis-Hiner is State's liaison
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-5439
chiner@mt.gov

NEW:

Anita Thorpe is State's liaison
400 Conley Lake Road
Deer Lodge, MT 59722
(406) 415-6521
athorpe@mt.gov

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2021-0415-CSD**, remain unchanged.

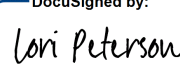
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**STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

**Carroll College
1601 N. Benton Ave
Helena, MT 59625**

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Todd Boese 7/27/2022
(Date)
Managed Care Coordinator
Health Services Bureau

DocuSigned by:

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Lori Peterson, V.P. 7/26/2022
(Date)
Finance and Administration

Approved as to Form:

DocuSigned by:

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Ashley Salmon, Contracts Officer 7/18/2022
(Date)
Financial Services Bureau

Approved as to Legal Content:

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Molenda McCarty, Legal Counsel 7/18/2022
(Date)
Legal Services Bureau

**DEPARTMENT OF CORRECTIONS AND CARROLL COLLEGE MEMORANDUM OF
UNDERSTANDING
COR-NRMOU-2021-0415-CSD**

1. PARTIES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the **State of Montana, Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301 and (406) 444-3930, and **Carroll College**, whose address and phone number are **1601 N. Benton Ave, Helena, MT 59625** and **(406) 447-4300**.

MONTANA DEPARTMENT OF CORRECTIONS, CLINICAL SERVICES DIVISION, AND ALL FACILITIES HEREINAFTER REFERRED TO AS STATE OR STATE FACILITY, AND CARROLL COLLEGE, AS PARTIES TO THIS MOU AND FOR GOOD AND VALUABLE CONSIDERATION SET OUT HEREIN, AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

This MOU shall take effect on upon final signature, and shall terminate on April 30, 2022, unless terminated earlier in accordance with the terms herein. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period not to exceed a total of three (3) additional years.

3. DUTIES/RESPONSIBILITIES OF PARTIES

3.1 Schedules. The faculty of Carroll College will assume responsibility, in coordination with the State, for the assignment of one (1) to three (3) students, studentschedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

3.2 Rules and Regulations. Carroll College students will be subject to the State and State Facilities specific rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, and compliance with the uniform requirements.

3.2.1 Background Checks. Carroll College students will be subject to a criminal background check completed by the State. The State requires two days advance notice of all clinical students requiring entrance to a State Facility. Name, date of birth, social security number, gender, and race of each of the clinical students will need to be faxed, (406) 415-6586, to the State liaison. Clinical students will not be allowed into a State Facility without first submitting to and passing a State background check.

3.2.2 Insurance Requirement. Carroll College shall ensure that clinical students have liability insurance and health insurance coverage for the duration of their clinical experience with the State.

3.3 Supervision and Curriculum Development. The State will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students inasmuch as the students' presence affects the operation of the facility and/or the direct and indirect care of

patients. The Carroll College faculty is responsible for the supervision of the education of the students as well as curriculum construction.

3.3.1 Course Requirements. Participating students will have appropriate academic background for clinical placement. A copy of the course/clinical objectives will be made available to the State. Students will meet the clinical objectives for this course in part by participating in a variety of activities at State Facilities and also by observing and working with an RN. Onsite clinical supervision by Carroll College faculty will occur one (1) to two (2) times or as needed throughout the semester. In addition, the Carroll College faculty will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

3.3.2 Role of Student. Students may supplement but will not be used to supplant professional and/or regular State personnel. While in State Facilities, students will have the status of trainees; and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. The State and its staff will provide such supervision of the educational and clinical activities as is reasonable and is appropriate to the circumstances and to the student's level of training.

3.3.3 Attendance and Conduct. Carroll College will provide the State with standards of conduct expected of students. Attendance will average four (4) to eight (8) hours per week for six (6) to twelve (12) weeks during the semester.

3.3.4 Student Removal. Carroll College will remove any student from a State Facility if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to the State.

3.4 Orientation. An orientation to a State Facility will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care or confidentiality of protected health information, facility rules, and location of various areas within the facility.

3.4.1 Faculty. The Carroll College faculty will meet with the RNs and orient them to the role of the student. The faculty will be in phone or email contact with the assigned RN preceptor.

3.5 Evaluations. Carroll College will establish criteria appropriate for the evaluation of students. There will be a coordinating person at the State who will provide guidance and on-site direction to the students placed there. Faculty members and State supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

3.6 Equipment and Supplies. The State will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient care and available supplies will be dependent on the current or expected needs of the State.

3.7 Health. To be eligible for assignment at the State, students must conform to public health standards and be physically able to perform all physical requirements as determined by the State.

3.7.1 Medical Screening. Prior to registration for a semester that includes clinical experience, each student covered by this MOU will furnish Carroll College with a certificate indicating that he/she has had a negative tuberculin skin test (PPD), negative chest X-ray, or negative

sputum culture and a negative COVID-19 test result within a week of arrival for services.

3.7.2 Physical Examination. Prior to clinical experience, a thorough physical examination will be required. A copy of current immunizations may be requested. Each student will submit a statement from the student's physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

4. LIAISONS AND NOTICE

4.1 MOU Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Carroll College shall designate a liaison that will provide the single point of contact for management and coordination of the State's work. All work performed under this MOU must be coordinated between the State's liaison and Carroll College's liaison.

Cindy McGillis-Hiner is State's liaison
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-5439
chiner@mt.gov

Terri John is Carroll College's liaison
1601 N. Benton Ave
Helena, MT 59625
(406) 447-5491
tjohn@carroll.edu

4.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

5. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

6.1. The State may, by written notice to Carroll College, terminate this MOU in whole or in part at any time Carroll College fails to perform as required in this MOU.

6.2. Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. INTEGRATION

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

9. COMPLIANCE WITH LAWS

Carroll College shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Carroll College is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Carroll College will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Carroll College subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Carroll College agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Carroll College shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Carroll College's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Carroll College and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

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SIGNATURE

**STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

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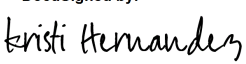
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Connie Winner, Administrator CSD

5/27/2021

Date


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Contracts Officer
Department of Corrections
5/27/2021

Date


Approved as to Legal Content by:

DocuSigned by:

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Legal Counsel
Department of Corrections
5/27/2021

Date

**Carroll College
1601 N. Benton Ave
Helena, MT 59625**

DocuSigned by:

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Lori Peterson, V.P., Finance and
Administration

5/27/2021

Date